

## **D. Other Agencies**

- **DHS**
  1. Districts should work with the child's DHS case worker to determine the residence of the parents.
  2. Children in need of special education living in foster care facilities – the parents' district of residence, if it can be identified, pays for this child's special education services. If the parents' district of residence cannot be determined the state of Iowa pays for the child's special education services. This claim must be filed by August 1<sup>st</sup> following the school year in which the expenditures occurred.
  3. Children in need of special education placed by district court – there has been a termination of parental rights so the state of Iowa pays for the child's special education services. This claim must be filed by August 1<sup>st</sup> following the school year in which the expenditures occurred.
- **AEA**
  1. Juvenile Shelters – The education for these programs is provided by the AEAs and is not charged to districts.
  2. Incarcerated Prisoners – The AEA provides special education programs for inmates under 21 who were identified as in need of special education while in school and have not graduated from high school. The cost is charged back to the district of residence for the inmate's parents.
- **Private Agencies**
  1. Examples include Boys and Girls Homes, Hillcrest in Dubuque, and Woodward Academy.
  2. There must be a 28E agreement in place between the private agency and the school district where the agency is located that allows the private agency to share the district's educational authority. This pertains to agencies which provide education to school age children. (See the sample 28E agreement following this section.)
  3. Preschools get their authority from the Department of Human Services.
  4. The local district must do all the billings for the private agency.
  5. The private agency is considered part of the district's program and will be part of the school improvement visit. The private agency's teachers must be correctly certified and the private agency must be using the district's standards and benchmarks.
- **Mental Health Institutions**
  1. There are two Mental Health Institutions in Iowa: Cherokee and Independence.
  2. No payments for education should be made by any LEA.
  3. A special education compliance review is done by the Department of Education every three years.
- **Regents Institutes**
  1. The Iowa School for the Deaf and the Iowa Braille and Sight Saving School are Regents institutes.
  2. These are funded and run under the direction of the Board of Regents.
  3. No payments for education should be made by any LEA.

4. A special education compliance review is done by the Department of Education every three years.
- Nonpublic Schools
    1. Public school services such as assistance with physical and communication needs of students with physical disabilities, and services of an educational interpreter, may be provided on nonpublic school premises, with the permission of the lawful custodian.
    2. The students receiving these services should be counted on the December count. The state will reimburse the district the amount of the costs which exceed the dollars generated by the count for the reporting year. This claim must be filed by August 1<sup>st</sup> following the school year in which the expenditures occurred.

\*\*\*\*\*Sample Agreement\*\*\*\*\*

28E Agreement

This agreement is made this 25th day of June, 2000, by and between the Sample Valley Community School District (hereinafter the “school district”) and Smith Youth Home (hereinafter the “Center”).

1. **Statutory Authority.** This agreement is made pursuant to Iowa Code Chapter 28E.
2. **School District.** The school district is a school corporation as defined by and operating pursuant to the Iowa Code Chapter 274.
3. **Center.** The Center is an Iowa not-for-profit corporation which is licensed as a child foster care facility under Iowa Code Chapter 237 (1993).
4. **Duration.** The duration of this agreement shall be from July 1, 2000, until June 30, 2001.
5. **Purpose.** The Center operates a child foster care facility in Sample Valley and operates a day treatment program for certain court-adjudicated youths. The purpose of this agreement is to provide for the education of the youths in the Center’s child foster care facility and in the day treatment program as well as to provide an alternative educational program for selected Sample Valley Community School District students and surrounding area school district students on a short-term basis.
6. **Description of Program.**
  - a. **Eligible Youth.** The youth who will participate in the educational program provided under this agreement will be those persons who are placed in the Center’s child foster care facility by court order and those persons who are placed in the Center’s day treatment program who are residents of the school district at the time of court adjudication and who are placed in the day treatment program by court order. School students who are placed in the short-term alternative program will be placed when recommended by the agreement of all the following: the student’s parent(s), the principal and/or designee, the school teacher team, and, in case of a student receiving special education services, the student’s IEP team.
  - b. **Teaching Staff.** The Center will provide all teaching staff. Teachers and academic administrators will be selected by the Center. All teachers must have proper certification. The Center will provide the school district with a copy of the teaching/administrative certificates for each teacher and academic administrator.
  - c. **Content of Educational Program.** The parties shall meet and mutually agree upon the content of the educational program for regular and special education students which will comply with federal, state, and local

requirements. The school district and AEA shall require changes, as necessary, to meet those requirements.

- d. **Educational Materials and Supplies.** The Center will provide educational materials and supplies for the program and will provide such furniture as necessary for the conduct of the educational program. The Center shall provide a photocopier for use in the program. The books provided to the alternative school students by the school district will be retained by the student. Textbooks received by the students at registration and enrollment shall be used and retained by the student for the duration of the current school year or in the Center's current school year program. The textbooks shall be returned to the school of registration upon the return of the student to regular school or upon the student's transfer out of the Center's program.
7. **Special Education Students.** The Center agrees that its treatment of special education students will comply with all federal and state laws and regulations. The AEA and school district shall have the right to provide such monitoring of the program and of the Center as they deem necessary.
8. **Department of Education Approval.** The parties agree to work together to ensure that the Department of Education approves the program contemplated by this Agreement. Although the parties do not believe that specific approval of the Department is required, the parties will cooperate to ensure compliance with federal and state standards.
9. **Financing.** The school district shall pay on a per diem basis for students who are educated through Smith Youth Home. The special education per diem rate will be based on actual costs incurred in providing these education services and programs. The regular education per diem will be at the school district's regular education rate. The cost of placement is not the responsibility of the school district.

Billing for all education will be facilitated through the school district. The Sample Valley Day Treatment Site Manager and/or designated staff member will provide the school district the information needed so that the school district can bill for the students at the facility. The information will be provided on a monthly and quarterly basis on an agreed upon format. The school district will submit the information to the designated staff member or Sample Valley Site Manager initially for review. The school district will then submit the information to Smith Youth Home with reimbursement due at that time.

10. **Administrative Time.** The school district will provide administrative coverage at the rate of \$50 per hour up to forty hours for the 2000-2001 school year. Any time in addition to forty hours must be agreed upon in advance. The administrative coverage will include semi-annual evaluation of Center teaching staff, assurance of Department of Education compliance and liaison with the AEA and surrounding school districts. The Site Manager will keep a contracted timed sheet for administrative time and submit hours to the school district on a quarterly basis. The school district will bill the Center quarterly for the number of hours provided that quarter.

11. **Separability.** Should any paragraph or provision of this agreement be declared illegal by a court or agency of competent jurisdiction, then that paragraph or provision shall be deleted from this agreement to the extent it violates the law. Such deletion shall not affect any other paragraph or provisions of this agreement. Should the parties deem it advisable, they may mutually agree to enter into negotiations to replace the invalid provision.

SAMPLE VALLEY COMMUNITY SCHOOL DISTRICT

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

SMITH YOUTH HOME, INC.

\_\_\_\_\_  
President and CEO

\_\_\_\_\_  
Date